

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
PLAINTIFF,)	
)	
VS.)	CAUSE No. 2:11-CV-364-RLM-APR
)	
MAGNETICS INTERNATIONAL, INC.,)	
)	
DEFENDANT.)	

O R D E R

The court GRANTS the Joint Motion for Entry of a Consent Decree (Doc. No. 20) and enters the following

CONSENT DECREE

The Equal Employment Opportunity Commission ("Commission") filed this action against Magnetix International, Inc., on September 28, 2011, alleging a violation of Title VII of the Civil Rights Act of 1964 ("Title VII") and Title I of the Civil Rights Act of 1991. The Commission's complaint alleges that Magnetix International discriminated against Daniel Bewley by refusing to accommodate his sincerely held religious belief and by terminating his employment because of his religion. The Commission brought this action to correct Magnetix International's alleged unlawful employment practices. Magnetix International contends that it did not discriminate against Mr. Bewley by refusing to accommodate his religious beliefs. The parties have

advised the Court that they desire to resolve the allegations in the Complaint without the burden, expense and delay of further litigation.

The Commission and Magnetics International hereby stipulate to the jurisdiction of the Court over the parties and the subject matter of this action.

It is therefore the finding of this Court, based on the record as a whole, that: (1) the Court has jurisdiction over the parties and the subject matter of this action; (2) the purpose and provisions of the Title VII will be promoted and effectuated by the entry of this Consent Decree; (3) this Consent Decree is not a finding that Magnetics International discriminated against the religious beliefs of Mr. Bewley; and (4) this Consent Decree resolves all the matters in controversy between the parties as provided in paragraphs 1 through 12 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Magnetics International and its officers, managers and employees are permanently enjoined from engaging in unlawful employment practices based on religion.
2. Magnetics International and its officers, managers and employees are further permanently enjoined from discriminating or retaliating against any person: (i) because of opposition to any practice based on religion and made unlawful under Title VII; (ii) because such person files a Charge of Discrimination alleging an unlawful employment action based on religion; or (iii) because such person participates in any manner in any investigation, proceeding, or hearing under Title VII.

3. Magnetics International shall pay to Daniel Bewley a total of \$30,000 in back pay damages. Magnetics International will not deduct from the damages the amount of its share of any costs, taxes, or social security it is required by law to pay. The payment shall be made by check payable to Daniel Bewley. No more than thirty days from the entry of this Decree by the Court, the Commission will forward a release to Daniel Bewley for his execution. A copy of the release is attached hereto as Appendix A. The Commission will notify counsel Magnetics International upon receipt of the release executed by Mr. Bewley. Then, within forty-five days from the entry of this Decree by the Court, or within five days of the Commission's notification that it has received the release signed by Mr. Bewley, whichever is later, Magnetics International shall mail the settlement check to Mr. Bewley by certified mail to 722 Juniper Road, Valparaiso, Indiana, 46385. Magnetics International shall mail a copy of the check and proof of its delivery to him (a signed certified mail receipt) to the Commission in care of the Commission's Regional Attorney for the Indianapolis District, Equal Employment Opportunity Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, Indiana, 46204. The Commission shall forward Mr. Bewley's executed release to counsel for Magnetics International upon receipt of proof of delivery of the settlement check to Mr. Bewley.

4. Magnetics International shall post the Notice of Non-Discrimination Policy attached as Appendix B to this Decree in a conspicuous place in its Burns Harbor, Indiana facility. Such Notice shall remain posted by each throughout the term of this Decree. If the Notice becomes defaced or unreadable, Magnetics International shall replace it by posting another copy of the Notice.
5. Magnetics International shall eliminate from the record of Mr. Bewley all reference to his charge of discrimination and participation in this suit and shall make no reference to such charge or participation in the event that it is contacted for references. This provision survives the expiration of this Decree.
6. Magnetics International agrees to conduct annual training during the term of this Decree for all of its officers, managers, and employees with human resources responsibilities. All costs associated with the annual training will be borne by Magnetics International.
 - a. First Annual Training: Within 30 days after the entry of this Decree, Magnetics International shall contact Phyllis Tucker-Wells, Outreach, Education & Training Manager for the Commission's Indianapolis District Office, to begin arranging the time and location for the first annual training under the Commission's Customer Specific Training program. Ms. Tucker-Wells may be contacted by email (Phyllis.Tucker-

Wells@eeoc.gov) or by phone ((317) 226-7469). This session will last approximately two hours and will cover Title VII's requirements regarding religion and religious accommodations. The first annual training shall be completed within 90 days after the entry of this Decree.

- b. Subsequent Annual Trainings: Thereafter, each annual training session shall last no less than one hour, may cover any equal employment opportunity matter Magnetix International deems appropriate, and may be administered by the vendor of Magnetix International's choice.
7. During the term of this Decree, Magnetix International shall provide the Commission with annual reports on or before each anniversary date of the entry of this Decree. The annual report shall include the following information:
- a. Training: the date of training during the preceding year, a copy of the agenda of the training session, the identity of the person or persons leading the training, a roster of all individuals who attended the training, and a certification that all of its officers, managers, and employees with human resources responsibilities attended the training.
 - b. Requests for religious accommodation:
 - i. The identity of each individual who requested religious accommodation during the preceding year,

including the individual's name, last known telephone number and address, job title, and, if no longer an employee, the individual's social security number;

- ii. A detailed description of each such individual's request;
- iii. A detailed description of the action taken by Magnetics International in response to each such request; and
- iv. If Magnetics International denies any such request, a detailed description of the reasons for the denial.

- 8. Magnetics International agrees that the Commission may review compliance with this Decree. As part of such review, the Commission may inspect the premises, interview employees, and examine and copy documents.
- 9. In the event that the Commission alleges that a violation of this Decree has occurred, prior to exercising any remedy provided by law, the Commission will give notice in writing by certified mail, specifically identifying the alleged violation to Magnetics International, with a copy to its counsel. Magnetics International will have thirty (30) days in which to investigate and respond to the allegation. Thereafter, the parties will have a period of thirty (30) days, or such additional period as may be agreed upon by them, in

which to negotiate and confer regarding such allegation, before the Commission exercises any remedy provided by law.

10. The Commission and Magnetics International shall each bear its own costs and attorney fees.
11. The term of this Decree shall be for three (3) years following the date of the entry of this Decree.
12. The Court will retain jurisdiction of this cause throughout the duration of this Decree for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

SO ORDERED.

ENTERED: July 23, 2012

/s/ Robert L. Miller, Jr.
Judge
United States District Court

cc:

Jonathan Bryant, # 24112-49
Trial Attorney
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Indianapolis District Office
101 West Ohio Street, Suite 1900
Indianapolis, Indiana 46204
(317) 226-5588
jonathan.bryant@eeoc.gov

John A. McCreary, Jr.
BABST CALLAND CLEMENTS AND ZOMNIR, PC
2 Gateway Center, 6th Floor

Pittsburgh, Pennsylvania 15222
(412) 394-6695
jmccreary@babstcalland.com

Gerald F. Lutkus, # 13712-71
BARNES & THORNBURG LLP
600 1st Source Bank Center
100 North Michigan Street
South Bend, Indiana 46601-1632
(574) 233-1171
gerald.lutkus@btlaw.com

APPENDIX A

RELEASE

In consideration of the payment to me by Magnetics International of \$30,000.00 (less any applicable taxes or withholdings), in connection with the resolution of *Equal Employment Opportunity Commission v. Magnetics International, Inc.*, No. 2:11-cv-364, I waive my right to recover for any claims of religious discrimination under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e *et seq.* and Title I of the Civil Rights Act of 1991, 42 U.S.C. 1981a, that I had against Magnetics International, Inc., prior to that date of this release and that were included in the claims alleged in the Commission's complaint in *Equal Employment Opportunity Commission v. Magnetics International, Inc.*

IN WITNESS WHEREOF, this Release is signed and executed by me on the _____ day of _____, 2012.

Daniel Bewley

County of)
)SS
State of)

Subscribed and sworn to before me this _____ day of _____, 2012.

Notary Public

APPENDIX B
**EMPLOYEE
NOTICE**

NOTICE OF NON-DISCRIMINATION POLICY

Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's race, color, religion, sex, national origin, age (over 40) or disability.

Federal law also prohibits discrimination in the workplace against employees because of their disability. More specifically, an individual's disability is not a factor to be considered in any employment decision. Moreover, federal law requires that employers provide reasonable accommodations upon request by an individual with a disability, unless to do so would impose an undue hardship.

Magnetics International supports and will comply with such Federal law in all respects and will not take any actions against employees because they have exercised their rights, reported an alleged violation under the law or have given testimony, assistance or participation in any investigation, proceeding or hearing conducted by the U. S. Equal Employment Opportunity Commission.

An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. An employee may contact the U. S. Equal Employment Opportunity Commission for the purpose of filing a charge of employment discrimination.

Questions concerning this notice may be addressed to:

**Equal Employment Opportunity Commission
101 W. Ohio St., Suite 1900
Indianapolis, Indiana 46204-4203
Telephone: (317) 226-7212
EEOC 800 # 1-800-669-4000
TDD (317) 226-4162**